FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

DOWNTOWN SAFETY – ACCESS – MOBILITY PROJECT PRECONSTRUCTION SERVICES

This AMENDMENT is made and entered into on the date fully executed below between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as "City," and Jackson Contractor Group, 5800 Highway 93 South Missoula MT 59804, referred to here as "Consultant."

RECITALS

1. On July 25, 2025, the above parties entered into an agreement whereby the Consultant agreed to perform work and provide the services in accordance with the requirements of the Scope of Services, as described in Exhibit A for which the City agreed to pay the amount of sixty-five thousand ($65,000.00).

2. At the time the Agreement was executed, the parties acknowledged that the design and preconstruction timeline had not been established and agreed to collaborate in developing a mutually agreement preconstruction schedule. The parties further acknowledged that the maximum reimbursable cost for preconstruction services would be negotiated and updated to reflect the finalized schedule and associated level of effort.

3. The parties have subsequently refined the project schedule and preconstruction services requirements and desire to amend the Agreement to increase the maximum reimbursable compensation for completion of the remaining preconstruction services and to establish an allowance for potholing and subsurface utility exploration activities to support final design development.

4. Provisions of the original contract dated July 25, 2025, that are not amended herein remain in full force and effect.

AMENDMENT

Now therefore, in consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

A. **Scope of Work/Task Deadlines**, is amended as set forth in this Services Agreement Amendment No. 1 and Exhibit A1. Compensation for continued preconstruction services is increased by Fifty-Nine Thousand One Hundred

Twenty-One Dollars ($59,121). In addition, a Fifty Thousand Dollar ($50,000) allowance is established for potholing and subsurface utility exploration activities. The total increase authorized by this amendment is One Hundred Nine Thousand One Hundred Twenty-One Dollars ($109,121), increasing the total maximum reimbursable contract amount to One Hundred Seventy-Four Thousand One Hundred Twenty-One Dollars ($174,121).

B. All other terms of the Agreement shall remain in full force and effect except as amended by this Amendment. If a conflict arises between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:
Jackson Contractor Group

_____

MAYOR
City of Missoula, Montana

_____
Andrea Davis

ATTEST:

_____
Claire Trimble, City Clerk

(SEAL)

APPROVED AS TO FORM

_____
Ryan Sudbury, City Attorney

Exhibit A – Scope of Services

The Contractor shall continue to perform the preconstruction services described in Exhibit A of the Agreement through completion of the preconstruction phase, including support for remaining design milestones, cost estimating, constructability reviews, scheduling, phasing and staging development, utility coordination, risk management, public involvement activities, cost reconciliation, and development of the Guaranteed Maximum Price (GMP).

The parties acknowledge that, at the time the Agreement was executed, the design and preconstruction schedule had not been finalized. Since execution of the Agreement, the project schedule and anticipated level of effort have been further refined. This Amendment provides compensation necessary to complete the remaining preconstruction services contemplated by the Agreement.

In addition, the Contractor may coordinate and manage potholing and subsurface utility exploration activities, as directed by the City, to assist in identifying and verifying existing underground utilities during final design. Costs associated with potholing and subsurface utility exploration shall be reimbursed up to a maximum allowance of $50,000. Any costs in excess of $50,000 shall not be reimbursed unless authorized by a subsequent written amendment. Any unused portion of the allowance shall remain unexpended and shall not be payable to the Contractor.

All services not expressly modified herein shall continue to be governed by Exhibit A of the Agreement.